
HUBILO DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) is an agreement entered into by and between Organisers (Customers) and Hubilo Softech Pvt. Ltd., with business office located at 807/B, Pinnacle Business Park, Corporate Road, Prahladnagar, Ahmedabad, Gujarat 380015 to reflect the parties’ agreement with regard to the Processing of Personal Data in accordance with the requirements of EU Data Protection Laws.

DATA PROCESSING TERMS

In providing the Services to Customer pursuant to the Agreement, Hubilo may process Customer Personal Data on behalf of Organiser (Customer). Hubilo will comply with the provisions in this DPA with respect to its processing of any Customer Personal Information.

1. DEFINITIONS

- 1.1. "Affiliate" means any legal entity directly or indirectly controlling, controlled by or under common control with a party to the Agreement, where “control” means the ownership of a majority share of the stock, equity, or voting interests of such entity.
- 1.2. “Controller” means the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Information.
- 1.3. “Organiser” or “Customer” means the non-Hubilo party to both the Agreement and this DPA that has access to the services or the party that opts to use Hubilo’s services.
- 1.4. “Data Subject” is the person whose Personal Data is being accessed with his/her consent.
- 1.5. “EU Data Protection Laws” means
 - (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, including any applicable national implementations thereof; and
 - (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR"), as amended, replaced or superseded, as well as any applicable data protection laws and/or regulations in force in EU Member States.

1.6 "Hubilo" means the Hubilo entity that is a party to both the Agreement and this DPA, which is Hubilo Softech Pvt. Ltd.

1.7 "Personal Data" means any information related to the data subject i.e. to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.8 "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, blocking, erasure or destruction.

1.9. "Personnel" means the employees, agents, consultants, and contractors of Customer and Customer's Affiliates.

1.10. "Privacy Laws and Regulations" means all US federal and state privacy laws and regulations and the provisions under Regulation (EU) 2016/679 (GDPR), when it takes effect, applicable to the Processing of Personal Information under the Agreement.

1.11. "Privacy Shield" means the EU-US Privacy Shield Framework, as administered by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of July 12, 2016.

1.12. "Privacy Shield Principles" mean the Privacy Shield Principles, as supplemented by the Supplemental Principles and contained in Annex II to the European Commission Decision C(2016)4176 of July 12, 2016, as may be amended, superseded or replaced.

2. DATA PROCESSING

2.1. Scope and Roles –

This DPA is applicable when Personal Information is being processed by Hubilo as part of providing a service to the customers, as further specified in the Agreement. In this context, to the extent that provision under GDPR applies to the Personal Data that Hubilo processes for the clients and customer base under the agreement, Customer is the Data Controller and Hubilo is the Data Processor.

2.2. Instructions for Hubilo's Processing of Personal Information –

Hubilo will only Process the Personal Information on behalf of and in accordance with the Customer's consent and instructions. According to customer's consent, Hubilo can Process the Personal Information for the following purposes: (i) Processing data in accordance with the Agreement and applicable Forms, including, without limitation to provide the Service, and for back-up and recovery, cyber security, operations, control, improvements and development of Hubilo's Service, fraud and service misuse prevention and legal and administrative proceedings; and (ii) Processing to comply with other reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement and comply with applicable Privacy Laws and Regulations. Processing outside the scope

of this DPA (if any) will require prior written agreement between Hubilo and Customer on additional instructions for processing.

3. NOTICE AND CONSENT

3.1. Customer agrees to undertake the responsibility to provide all necessary notices to Individuals and receive all necessary permissions and consents, as important and required for Hubilo to process the Personal Data on Customer's behalf under the terms of the Agreement and this DPA, pursuant to the applicable Privacy Laws and Regulations.

3.2. To the extent required under the applicable Privacy laws and regulations, Customer will appropriately document the Individuals' notices and consents.

3.3. To accomplish Customer's notice and consent obligations under applicable Privacy Laws and Regulations, Customer may refer Individuals to the Hubilo's Privacy Policy document and receive assistance as well in obtaining and documenting the required Individuals' consent.

4. RIGHTS OF INDIVIDUALS

4.1. Requests –

Hubilo will, to the extent legally permitted, promptly notify Customer if we receive request from an Individual, whose Personal Information is included in Customer's Personal Information, or a request by the Individual's legal guardians, to exercise the right to access, correct, amend, or delete Personal Information related to the Individual, or to exercise other personal right that the Individual is entitled to pursuant the applicable Privacy laws and regulations.

4.2. Assistance –

Hubilo will provide Customer with commercially reasonable cooperation and assistance in relation to handling the Individual's request, to the extent legally permitted and to the extent Customer does not have access to such Personal Information through its use of the Service. Except if not permitted under the applicable Privacy laws and regulations, Customer is liable to reimburse Hubilo for any costs and expenses related to the provision of such assistance.

5. ASSISTANCE IN COMPLIANCE –

At Customer's written request, Hubilo will duly cooperate with and make commercially reasonable efforts to assist Customer in complying with Customer's obligations pursuant to Articles 32 to 36 to the GDPR, taking into account the nature of processing and the information available to Hubilo.

6. HUBILO PERSONNEL –

6.1. Limitation of Access –

Hubilo will make sure that Hubilo's access to Personal Information of the Customer is limited to that person who require such access to perform the Agreement.

6.2. Confidentiality –

Hubilo will make sure that any engagement on its behalf is being informed of the confidential nature of the Personal Information, have received appropriate training in their responsibilities, and have executed well-written confidentiality agreements. Hubilo will impose required contractual obligations upon its personnel who are engaged in the Processing of Personal Information of the User regarding confidentiality, data protection and data security.

7. AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS –

7.1. Affiliates –

Some or all of Hubilo's obligations under the Agreement may be performed by Hubilo Affiliates.

7.2. Agents –

Customer acknowledges and agrees that Hubilo may engage third-party service providers in the performance of the Service on Customer's behalf. All Affiliates and agents (also referred to as 'other processors' under the GDPR) to whom Hubilo transfers Personal Information to provide the Service on behalf of Customer have entered into written agreements with Hubilo that bind them by substantially the same material obligations under this DPA.

7.3. Liability –

Hubilo will be responsible for the acts and omissions of its Affiliates and agents to the same extent that Hubilo would be liable if performing the Service of each Affiliate or agent directly, under the terms of Agreement.

7.4. Objection –

To ensure compliance with applicable Privacy Laws and Regulation, Customer may object to any engagement by Hubilo with a new agent to Process Customer Personal Information on Customer's behalf, within five (5) business days following Hubilo's notice to Customer of its engagement with the new agent. If Customer sends Hubilo a written objection to the new agent, Hubilo will make reasonable efforts to provide Customer the same level of Service without the using the new agent to Process Customer Personal Information. Nothing in this section prejudices the parties' rights and obligations under the Agreement.

8. ONWARD AND TRANS-BORDER TRANSFER

8.1. Transfer of Personal Information related to Individuals within the EU to Hubilo's data hosting services in the US is made in accordance with such hosting services' self-certification with the Privacy Shield.

8.2. All Hubilo Affiliates and agents to whom Hubilo transfers Personal Information to provide the Service are certified to the Privacy Shield, or provide at least the same level of protection for the Personal Information as is required by the relevant principles of the Privacy Shield and comply with the requirements under the Privacy Shield for the onward transfer of Personal Information to agents, or

have executed such other lawful instruments for lawfully transferring Personal Information related to Individuals within the EU to other territories.

8.3. If the Privacy Shield is revoked, or if Hubilo or any of its Affiliates and agents are no longer able to continue complying with the Privacy Shield, then Hubilo will take such measures to continue facilitating the lawful Processing of Personal Information related to EU Individuals by Hubilo, and its Affiliates and agents.

9. INFORMATION SECURITY

9.1. Controls –

Hubilo will maintain administrative, physical and technical safeguards for the protection of the security, confidentiality, and integrity of Customer's Personal Information. Hubilo monitors compliance with these safeguards. Hubilo will not, in any case, decrease the overall security of the Service during the term of the Agreement.

9.2. Policies and Audits –

Hubilo stands to the latest security measures for the Personal Information security of the Customers. Upon Customer's written request at reasonable intervals and subject to confidentiality limitations, Hubilo will make available (or to a third-party auditor on Customer's behalf, that is not a Hubilo competitor and subject to the auditor's execution of Hubilo's non-disclosure agreement) to the customers, the then most recent version of the information security policy of itself and summaries of third-party audit or certification reports.

10. SECURITY BREACH MANAGEMENT AND NOTIFICATION

10.1. Breach prevention and management –

Hubilo will continue to maintain security incident management policies and procedures to the extent required by law, promptly notify Customer of any unauthorized access to, acquisition of, or disclosure of Customer Personal Information, by Hubilo or its Affiliates or agents of which Hubilo becomes aware of (a "Security Incident").

10.2. Remediation –

Hubilo will promptly make reasonable efforts to identify and remediate the cause of such a Security Incident.

11. DELETION AND RETENTION OF PERSONAL INFORMATION

11.1. Data Deletion –

After discontinuing the use of Hubilo's Service, Hubilo will return Customer's Personal Information to Customer or delete such data, including by de-identifying thereof.

11.2. Data Retention –

Notwithstanding, Customer acknowledges and agrees that Hubilo may retain copies of Customer Personal Information as necessary in connection with its routine backup and archiving procedures and to ensure compliance with its legal obligations and its continuing obligations under the applicable law, including to retain data pursuant to legal requirements and to use such data to protect Hubilo, its agents, and any person on their behalf in court and administrative proceedings.

12. DISCLOSURE TO COMPETENT AUTHORITIES

12.1. Hubilo may disclose Personal Information (a) if required by a subpoena or other judicial or administrative order, or if otherwise required by law, or (b) if Hubilo deems the disclosure necessary to protect the safety and rights of any person or the general public.

13. ANONYMIZED AND AGGREGATED DATA

13.1. Hubilo may process data based on extracts of Personal Information on an aggregated and non-identifiable forms, for Hubilo's legitimate business purposes, including for testing, development, controls, and operations of the Service, and may share and retain such data at Hubilo's discretion, provided that such data cannot reasonably identify an Individual.

14. TERM

This DPA will commence on the same date that the Agreement is effective and will continue until the Agreement is expired or terminated, pursuant to the terms therein.

15. COMPLIANCE

15.1. Hubilo's team is responsible to make sure that all relevant Hubilo's personnel adhere to this DPA.

15.2. You can reach out to Hubilo for compliance related query at mydata@hubilo.com.

16. DISPUTE RESOLUTION

16.1. Each Party will create an advanced process and provide a written copy to the other Party within five (5) business days of any dispute arising out of or relating to this DPA. The escalation process will be used to address disputed issues related to the performance of this DPA, including but not limited to technical problems. The Parties agree to communicate regularly about any open issues or process problems that require prompt and accurate resolution as set forth in their respective escalation process documentation. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this DPA, before and as a prior condition for commencing legal proceedings of any kind, first as set forth above in the advancement process and next by negotiation between executives who have authority to settle the controversy and who at a higher level of management than the persons with direct responsibility for administration of this DPA. Any Party may give the other Party written a notice of any dispute not resolved in the normal course of business. Within two (2) business days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and the response will include (a) a statement of each Party's position and a summary of arguments supporting that position and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within five (5) business days after delivery of the disputing Party's notice,

the executives of both Parties shall meet at a mutually acceptable time and place, including telephonically, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

17. MISCELLANEOUS

17.1. Any alteration or modification of this Addendum is not valid unless made in writing and executed by duly authorized personnel of both parties.

17.2. Invalidation of one or more of the provisions of this Addendum will not affect the remaining provisions. Invalid provisions will be replaced to the extent possible by those valid provisions which achieve essentially the same objectives.

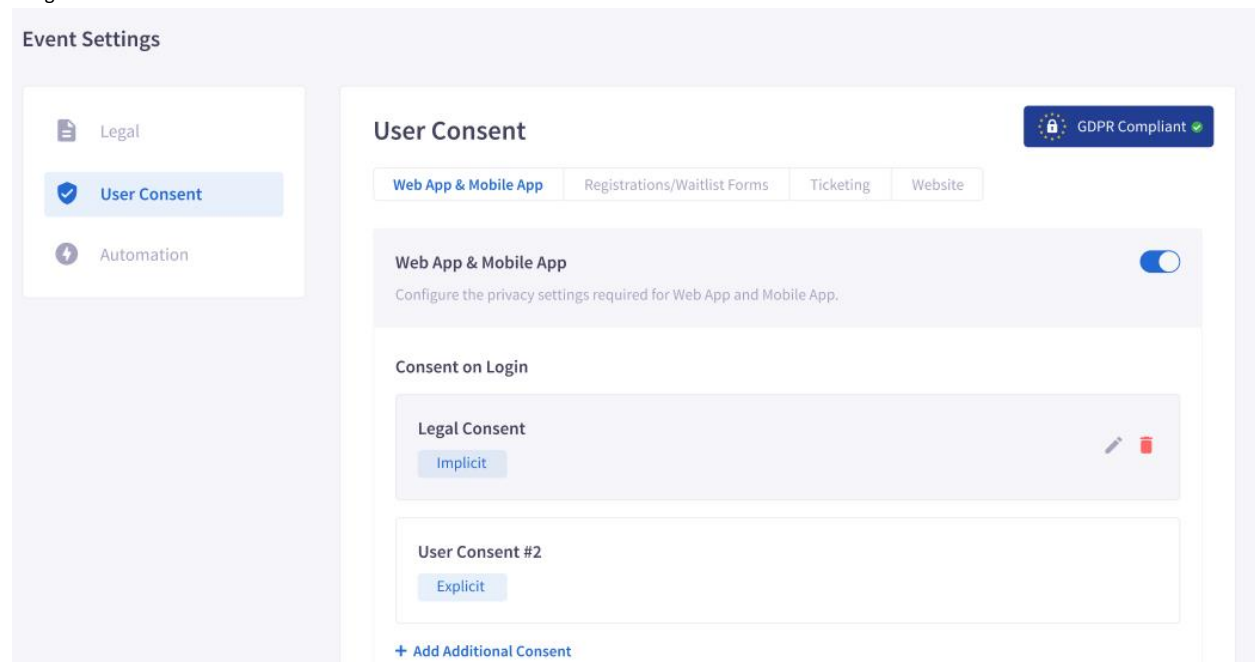
How does the Hubilo Dashboard ensure GDPR Compliance?

User Consent

Per the GDPR regulations, activities pertaining to collection of data shall only be done after either Implicit/explicit consent has been obtained from the user.

Using the Hubilo Dashboard, You can simply set-up consent and consent types for each instance easily (Refer Image 1)

Image-1

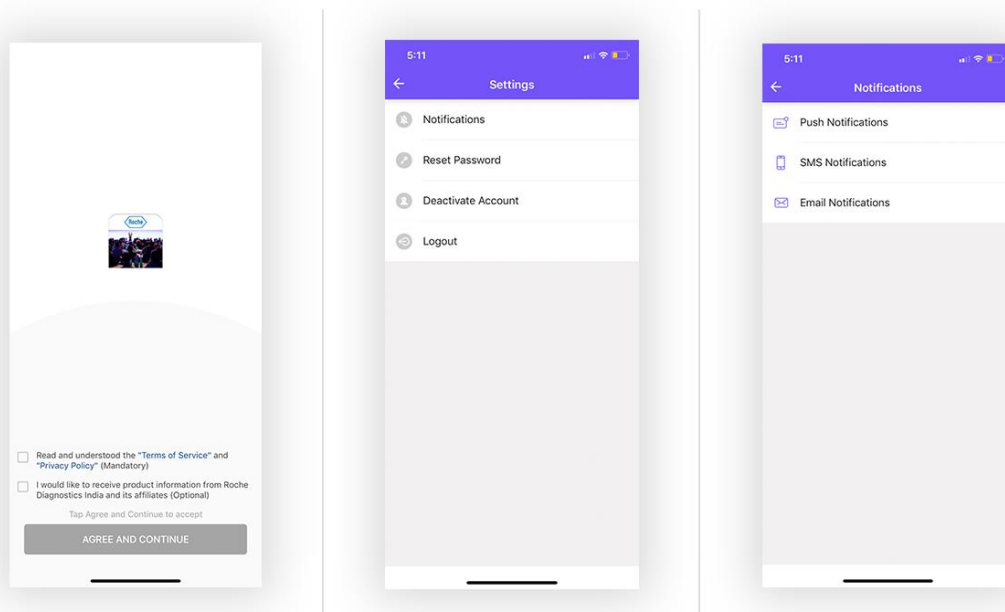


Once the type of Consent has been set and relevant content is put up, the system would start showcasing consent boxes at the relevant instances(refer images 2 & 3), as in:

1. At the start of the app.
2. Any registration forms.
3. Any area where Personal Data is collected from the users/attendees.

This ensures that the processor has not collected any data from the attendees without the consent of the attendees.

Image-2



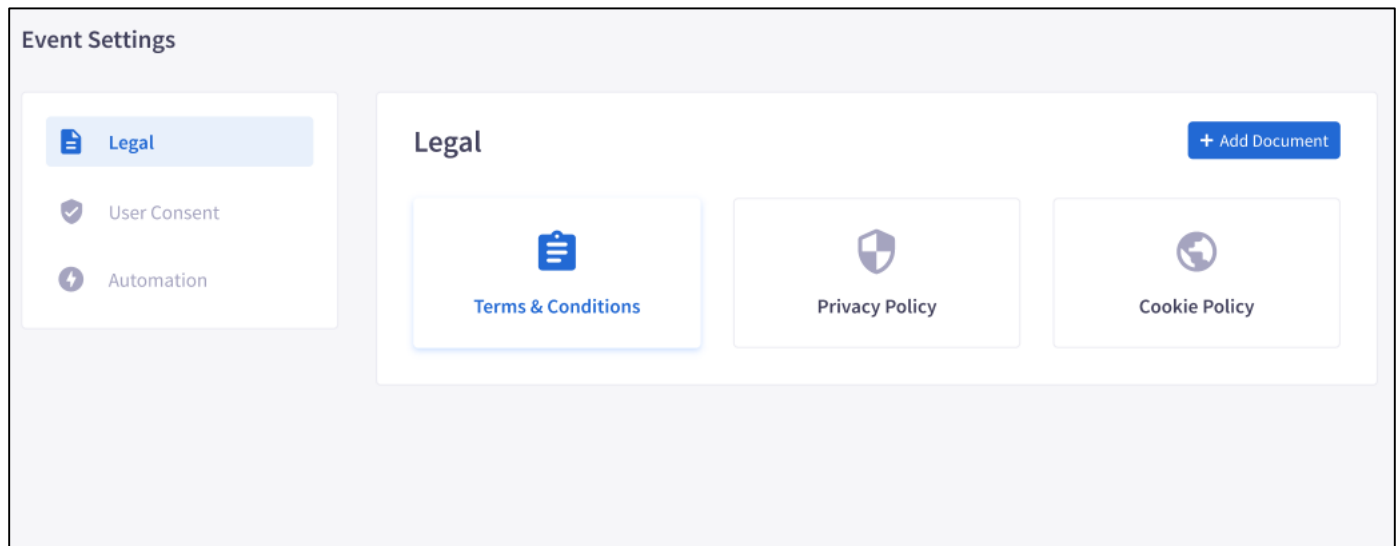
Legal Policies and info for users

The dashboard is designed in order to allow the organizer to follow all the guidelines laid down by GDPR. This includes:

Ability to showcase required policies such as terms and conditions, Privacy Policy and Cookie Policy.

This is required per the GDPR norms and these should inform a user details upon how any Personal Data is collected/used and shall provide info about how can a user exercise his/her right to be forgotten.

Image - 3



Other Points

- As suggested by GDPR, All data collected in Hubilo environment is stored in a safe and Secure environment with Physical servers located at Amazon web services facility in North Virginia, USA.
- While being a whitelisted country, USA is also a part of the "EU - US Data Privacy shield" and hence is perfectly compliant to the norms laid down by GDPR.
- The Dashboard offers you a comprehensive ability to create as many case specific consent checkpoints as required.

- The system also has an “Delete my data” functionality in the app and if a user chooses that, the data shall be wiped for the particular event.
- In a case wherein a User would want to get the data cleared from all the events done by the organizer, the user is required to send out an email and the team can process the request.
- No cross border data transfer takes place as the data is directly stored in AWS servers located in the USA and data is not moved to any other location post that.